average, for over a year.[32] Similar problems have occurred in Massachusetts.[33] Unfortunately, these substantial delays appear to be both persistent and widespread.

Poor performance in this area affects all interLATA services, including internet access, high speed data and traditional long distance. Once given 271 authority, the BOC's affiliate will need the same high capacity loops and special access as CompTel's members, since it will be providing the same services and fighting for the same customers. Unfortunately, competitors are already feeling the effects of Verizon's failure to provision special access on a timely basis. While it may be that Verizon will resist the temptation to favor its own affiliates in the provisioning of services and access, there is simply no way to verify this, and likewise no way for Verizon to demonstrate that no such discrimination is occurring.

There is good reason to be concerned about this lack of data. In the short time period it has been authorized to provide long distance services in New York, Verizon has already demonstrated a propensity to engage in post-entry backsliding. Just two months after allowing Bell Atlantic-New York to enter into the long distance market, the Commission was forced to investigate widespread OSS failures affecting CLEC orders for UNEs. As a result of the investigation, the Commission entered into a consent decree calling for payments of up to $30 million, and implemented additional performance measurements.[34] In addition, serious questions have been raised about Bell Atlantic-New York's compliance with the nondiscrimination

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32 Provisioning intervals have ranged from an average of 12.6 days to 22.6 days over this period.

33 Provisioning intervals in Massachusetts increased from an average of 14 days in the February-April timeframe to 19.7 days in the May-June timeframe.

34 *See New York Telephone Company (d/b/a Bell Atlantic-New York), Consent Decree*, 15 FCC Rcd 5413 (2000).

obligations of Section 272.[35] The Commission should not sit by and wait until the inevitable complaints begin to surface concerning special access discrimination; instead, the Commission should act proactively to deter anti-competitive conduct.

The Commission and its staff should also have all available tools to ensure that competitors are receiving equal treatment. One simple but useful implement is the creation of several straightforward measures of Verizon's special access performance. One would hope that Verizon would support such measurements to remove any cloud of suspicion and ensure full compliance with Section 272 of the Act, just as it has agreed to the creation of metrics and incentives to ensure non-discriminatory performance in other areas.[36]

The Section 271 review process provides an appropriate setting in which to examine such incentives and take appropriate action. In fact, this is precisely the type of issue that cannot be resolved until a Section 271 review has reached the Commission, since the State Commissions do not address issues that are primarily interstate in nature.[37]

The Commission must require Verizon to satisfy performance measurements with regard to provisioning special access services to all customers, including its own Section 272 affiliate(s). Without performance measurements, there is no incentive for Verizon to provision special access services on a nondiscriminatory basis in compliance with Sections 251, 271 and

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35 *See AT&T Corp. v. New York Telephone Company (d/b/a Bell Atlantic-New York), Memorandum Opinion and Order*, FCC 00-362 (rel. Oct. 6, 2000). In their separate statements, Chairman Kennard and Commissioner Ness each recognized the need to examine nondiscrimination obligations in light of the changes in the marketplace.

36 *See BA-NY §271 Order*, ¶ 329, *et. seq.*

37 If the Commission does not address this deficiency by adopting the performance measures described below, it is respectfully submitted that the Commission should immediately create a separate proceeding to examine such issues and establish appropriate safeguards for use in all Section 271 reviews.

272 of the Act. Nor is there any mechanism for Verizon's access customers to determine whether they are receiving service on a nondiscriminatory basis.

Requiring Verizon to report its performance regarding the provisioning of special access services to its customers, including its own long distance affiliate, fills a gap in Verizon's existing reporting obligations. The Commission already requires Verizon, and any applicable affiliate, to provide performance reports regarding its provision of high speed special access services as well as regular special access services to Genuity, in the following areas: percent of commitments met; average interval; average delay days due to lack of facilities; average interval to repair service; and the trouble report rate.[38] Verizon must also satisfy performance measurements regarding its wholesale CLEC operations, in each of the five service domains: pre-ordering; ordering; provisioning; maintenance & repair, and billing.[39] There are no corresponding performance measurements, however, for access service.

The Commission should require Verizon to report its performance provisioning special access services to all of its customers, including its own Section 272 affiliate. These reports must contain sufficient detail for an access customer to be able to determine whether Verizon has provisioned service in a nondiscriminatory manner. At a minimum, Verizon must report its provisioning of special access services, on a disaggregated, company-specific basis, for each of the following measurements: percent of commitments met; average interval (in days); average delay days due to lack of facilities; average interval to repair service (in hours); and the

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38 *Bell Atlantic/GTE Merger Order* at ¶ 330.

39 *See BA-NY §271 Order*, ¶ 329, *et. seq.*

trouble report rate.[40] Requiring these performance measurements will eliminate a critical gap in the existing performance assurance scheme.

V. VERIZON HAS FAILED TO PROVIDE COMPETING CARRIERS WITH INTERCONNECTION TRUNKING IN MASSACHUSETTS THAT IS EQUAL – IN-QUALITY TO ITS OWN RETAIL OPERATIONS

Section 271 applicants must provide "[i]nterconnection in accordance with the requirements of sections 251(c)(2) and 252(d)(1)."[41] Section 251(c)(2) imposes a duty on incumbent LECs "to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network . . . for the transmission and routing of telephone exchange service and exchange access."[42] This interconnection must be "at least equal in quality to that provided by the local exchange carrier to itself."[43] As explained in more detail below, Verizon has failed to demonstrate that, in Massachusetts, it provides interconnection that is equal in quality, on terms and conditions that are just, reasonable and nondiscriminatory in accordance with the requirements of section 271.

A. Verizon Has Been Unable To Adequately Provision Interconnection Trunks In Massachusetts.

Unlike in New York, Verizon has been unable to provision interconnection trunks in Massachusetts in the quantities forecasted and requested by competitive carriers, as the attached affidavit by Theodore X. Washington demonstrates. Mr. Washington is Manager of LEC Relations for CompTel member ICG Telecom Group, Inc. ("ICG"). The experience of ICG

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40 *Bell Atlantic/GTE Merger Order* at ¶ 330.

41 47 U.S.C. § 271(c)(2)(B)(i); *See Application of BellSouth Corporation for Provision of In-Region, Inter-LATA Services in Louisiana*, 13 FCC Rcd 20599, at 20640-42 (1998) *("Second BellSouth Louisiana Order"); Ameritech Michigan Order*, 12 FCC Rcd at 20662-63.

42 47 U.S.C. § 251(c)(2)(A).

43 47 U.S.C. § 251(c)(2)(C).

provides documented confirmation that Verizon is not providing competing carriers with interconnection trunking in Massachusetts that is equal in quality to the interconnection that Verizon provides to its own retail operations as required by Section 251.

As Mr. Washington's Affidavit demonstrates, ICG provided Verizon with a forecast in November, 1999, for interconnection trunks to be installed in Massachusetts during the year 2000 in connection with ICG's service launch in Massachusetts. Three months later, Verizon notified ICG that it would not provision the forecasted trunk facilities. Rather, Verizon unilaterally committed to install only 39.3% of the interconnections trunks that ICG had requested for Boston. Worse yet, Verizon then failed to provide even the 39.3% that it had committed to install. Verizon's latest prediction is that it will not be able to install the 39.3% of the requested interconnection trunks until the end of March 2001 -- more than 16 months after ICG filed its forecast.

In August, 2000, ICG presented Verizon with an updated forecast for interconnection trunking, based on the trunking information that ICG's large contract customers had provided. ICG informed Verizon that the forecast was based on actual, not predicted, demand, and that at least 70% of these interconnection trunks must be installed before ICG can convert one major customer onto its network. Several months later, Verizon is still refusing to commit to provisioning even 70% of the requested interconnection trunks. This refusal has had the effect of preventing ICG from serving its contracted customer in Massachusetts.

In its latest proposal, Verizon has indicated that it will begin building an additional 2400 interconnection trunks beginning no earlier than April 2001. This volume of interconnection trunking would provide ICG with ***less than 50%*** of the interconnections trunking ICG requested in 2000, and even this limited volume would not be installed until the second and

third quarters of 2001. These facts demonstrate that Verizon has abused its control of the local exchange network to arbitrarily limit the volume of traffic that ICG's Boston network could bear. Verizon's delays in provisioning interconnection trunking have effectively impeded ICG's ability to serve its customers and have clearly inhibited competition. Until Verizon can demonstrate its ability to provision interconnection trunks as requested, it cannot satisfy Section 271's standards.

B. The FCC Should Accord Full Weight to Mr. Washington's Affidavit.

In its *Texas 271 Order*, the Commission articulated, with respect to some evidence, an evidentiary standard that was similar to the doctrine of exhaustion of administrative remedies.[44] While CompTel certainly agrees that particular evidence should be accorded less deference under certain circumstances, the FCC should accord full weight to Mr. Washington's Affidavit in order to promote administrative efficiency and the public interest.

Mr. Washington's Affidavit provides documented evidence of Verizon's failure to provide interconnection trunking as required by Sections 251 and 271. The Affidavit demonstrates that ICG has been attempting in good faith to enter the Massachusetts local exchange market for almost one year, and has been unsuccessful due solely to Verizon's delays in provisioning the interconnection trunks that ICG needs to enter the market. Given the timing of Verizon's trunking delays, ICG's participation in the Massachusetts proceeding would not have been meaningful at that time.

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[44] Texas 271 Order, ¶ 70, n.146. With respect to two affidavits CompTel submitted with its comments in the "Texas I" proceeding, the Commission concluded that "[i]nasmuch as the Texas Commission had little opportunity to investigate those complaints and develop a factual record, we accord them little weight."

To discount the evidence offered by ICG now would create a perverse incentive for parties to complain prematurely about BOC performance during state proceedings to merely preserve the right to participate in subsequent federal proceedings should the BOC ultimately fail to provide the requested interconnection trunking. Such a policy would also reward BOCs who manage, through poor performance, to exclude a competitor completely from the state under review. Accordingly, it would be unfair for the Commission to accord "less weight" to Mr. Washington's Affidavit simply because ICG did not participate in the Massachusetts 271 review proceeding.

According full weight to Mr. Washington's Affidavit is also consistent with the doctrine of exhaustion of administrative remedies, upon which the Commission seems to have modeled at least some of its evidentiary standards for Section 271 proceedings. The Supreme Court has held, for example, that if Congress has not clearly required exhaustion, sound discretion will govern,[45] and that the exhaustion doctrine should not be applied blindly in every case.[46] These holdings make clear that the exhaustion doctrine should not be applied mechanically, particularly where countervailing interests are at stake. As explained above, CompTel submits that nothing will be served by according Mr. Washington's Affidavit less weight under these circumstances. Therefore, CompTel urges the Commission to accord Mr. Washington's Affidavit full weight since it provides record evidence that Verizon has failed to meet the Section 271 standard, and was not withheld for strategic advantage.

[45] *McGee v. United States*, 402 U.S. 479 (1971), at 483, n. 6.

[46] *McKart v. United States*, 395 U.S. 185 (1969), at 201.

VI. CONCLUSION

For the foregoing reasons, the application of Verizon for Massachusetts should be dismissed. Should the Commission consider the application, it should not permit Verizon's superficial analogies to its New York performance mask the obstacles the company has placed in the way of competition in Massachusetts. Until such time as Verizon addresses these deficiencies identified herein by permanently lowering its UNE prices to TELRIC, by adopting reasonable performance metrics for its special access service and by demonstrating the ability to provision interconnection trunks on a timely basis, the Commission must deny Verizon Massachusetts' application.

Respectfully submitted,

COMPETITIVE TELECOMMUNICATIONS ASSOCIATION

Dated: October 16, 2000

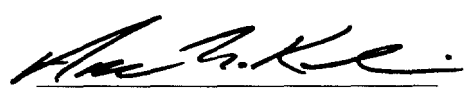
By: 

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Exhibit A

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

Application by Verizon New England, Inc., Bell Atlantic Communications, Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions), and Verizon Global Networks, Inc., for Authorization to Provide In-region InterLATA Services in Massachusetts	)	CC Docket No. 00-176

AFFIDAVIT OF THEODORE X. WASHINGTON

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

I, Theodore X. Washington, being of lawful age and duly sworn upon my oath, do hereby depose and state as follows:

1. My name is Theodore Washington. My business address is 161 Inverness Dr. West Englewood, Colorado 80112. I am Manager of LEC Relations for ICG Telecom Group, Inc. ("ICG"). In this position, I am responsible for interfacing with incumbent local exchange carriers regarding all operational issues.

PROFESSIONAL EXPERIENCE AND EDUCATIONAL BACKGROUND

2. I joined ICG in July 2000. Previously, I was employed by US West (now Qwest) where I was Manager, Root Cause Analysis for the design services organization. In that capacity, I was responsible for analyzing provisioning and repair missed commitments. Additionally, I served as a Process Analyst for unbundled loops. In that role, I was responsible for reviewing the ILEC's service with respect to its CLEC wholesale customers. I was responsible for the development and presentation of training information concerning US West's regulatory obligation to provide unbundled loops.

3. I hold a MBA in Management of Engineering Technology. I received my Bachelor of Science degree in Chemistry.

4. **DESCRIPTION OF ICG TELECOM GROUP, INC.**

5. ICG Telecom Group, Inc. ("ICG") is a national facilities-based carrier. The company provides a variety of communication services. In Massachusetts, we have a switch installed in Boston.

SUMMARY

6. By failing to provide our company the interconnection trunks required to meet our customer commitments, Verizon has significantly impeded ICG's ability to enter the Boston market. In November 1999, ICG provided a forecast to Verizon for interconnection trunks to be installed during the first through the fourth quarters of 2000 in Massachusetts, New York and Washington, D.C. Three months later, Verizon notified ICG that they would not provision the requested trunking facilities. For Boston, Verizon "committed" to install only 39.3% of the trunks ICG requested. By arbitrarily reducing the number of provisioned trunks by more than 50%, Verizon unilaterally decided how much traffic ICG's Boston network could bear. Verizon's failure to honor our forecast has prevented ICG from serving certain large customers whose traffic volumes require that a complete network, built to our original forecast, be established prior to converting their traffic to ICG. Moreover, as of October 2000, Verizon has failed to install even the significantly reduced number of trunks to which it had "committed." Verizon's latest prediction to ICG is that the 39.3% of our forecast (that Verizon has chosen to provision) will not be completed until the end of March 2001.

7. Finally, ICG presented to Verizon in August 2000 an updated forecast based on the trunking information provided to ICG by its large, contract customers. In spite of numerous meetings

with Verizon in which ICG has indicated to Verizon that we must have at minimum 70% of the number of forecasted trunks installed before we can convert at least one major customer onto our network. Verizon still is refusing to commit to provisioning even 70% of the requested number of trunks.

8. In addition to Verizon's refusal to provision the full complement of interconnection trunks and the yearlong delay, Verizon also failed to meet its commitment regarding the installation of entrance facilities. ICG contracted with Verizon for a fiber build at each of the ICG switch sites located in Boston, New York and Vienna. The expected due date was December 1, 1999. Verizon in fact failed to order the necessarily equipment until mid January 2000. The Boston entrance facilities were not turned up until May 5th, 2000, after the issue was elevated to the President level at both Verizon and ICG. This date was five months past the original due date.

FORECAST ISSUES

9. ICG presented its original interconnection trunk forecasts to Verizon on October 18th and 25th 1999. The two companies subsequently held a meeting on November 8, 1999 to discuss the Boston switch project. ICG was asked to make technical corrections relating to specified tandems and associated end offices. These corrections were finalized in a forecast for Boston that was presented to Verizon on January 25, 2000. The final forecast for Boston appears below:

BOSTON	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER
TOTAL DSOs	10648	15528	20304	24240

Note: The increase in the number of requested DSOs by quarter reflects the total cumulative trunk volumes needed by the end of each quarter. Boston required approximately 5,000 additional trunks per quarter.

10. Following a January, 2000 meeting, ICG, in an effort to ease Verizon's provisioning problems, agreed to an initial installation process that would provision a maximum of 672 trunks per tandem. Although ICG agreed to this initial provisioning plan, we reiterated to Verizon that we would need the full number of forecasted trunks ultimately to be provisioned within the requested timeframe outlined in our forecast.

11. On February 15, 2000, ICG received an email from Verizon that stated that Verizon would only provision 9527 trunks in Boston. This quantity represents only 39.3% of ICG's forecast. (Verizon later reduced the quantity of trunks they would turn up for ICG in New York as well; the incumbent LEC ultimately stated they would provision only 30.1% of the trunks requested in ICG's New York forecast.)

12. In spite of our company's repeated requests to Verizon to provision the necessary trunks specified in our forecast, Verizon refused. Our access to interconnection trunks has been limited to the quantity that Verizon arbitrarily determined. ICG has made every effort to explain to Verizon that we have large, contract customers whose traffic volumes require the requested number of trunks in order to meet industry standard engineering practices. Furthermore, ICG is under service standard obligations to these customers and can not risk jeopardizing these obligations by having the customers' traffic encounter blockage. In other words, ICG's forecast was not drawn up based on fantasy predictions from a starry-eyed marketing department. Our forecast was based on known customer trunking volumes and

standard PO 1 grade of service engineering standards. In spite of ICG's statements to this effect, Verizon deliberately and willfully refused to provision the necessary trunks.

13. Additionally, Verizon refuses to provide to ICG another industry standard network configuration, diverse paths to the tandem. Network diversity is critical in order to ensure that a carrier's network does not have single point of failure. Although all other ILECs have adhered to the industry network diversity standard by allowing ICG to have diverse paths to the tandem, Verizon has refused to comply with this basic network standard. Consequently, Verizon has placed ICG's ability to reliably serve its customers in a precarious position. By refusing to provide standard network diversity, Verizon has disadvantaged ICG to a significant degree since our entire ability to reliably serve customers is subject to a single point of failure. Verizon's own network is not configured in this precarious manner. Depriving a CLEC of the ability to have diverse routing in essence risks the network reliability of a competitor.

14. Furthermore, as of October 2000 Verizon in fact has failed to provision the 9527 trunks that it claimed it would deliver to ICG. On September 22, 2000, Verizon's email to ICG stated that of the remaining 5 DS3s two would be turned up in December 2000 while two would not be turned up until February 2001; the final DS3 was not mentioned by Verizon. In a meeting held the week of October 6, 2000, Verizon revised its due dates; it now claims that all five remaining 5 DS3s would be turned up by the end of December 2000. However the associated trunks would not be turned up until the end of March 2001.

15. ICG and Verizon have agreed to install one-way trunks. Consequently, in order to fully turn up service and receive incoming traffic destined to its customers, ICG must receive ASRs from Verizon for trunks inbound to ICG. Once the ASRs are issued by Verizon, ICG sends a

Firm Order Commitment ("FOC"). Verizon then must complete the process by turning up their trunks, which will carry traffic inbound to ICG. Until Verizon turns up these trunks, ICG can not receive the inbound traffic its customers anticipate. If this process is delayed, a carrier cannot compete in the market.

16. Verizon not only slashed ICG trunking requests to an arbitrary quantity it also then failed to provision that quantity in a reasonable manner. At the end of 2000, a year after presenting its forecast to Verizon, ICG will have less than 7,500 (31%) of the 24240 trunks specified in ICG's 4th quarter requirement. Verizon's withholding of critical interconnection facilities without a doubt has blocked ICG's effective entry into the Boston market for more than a year.

17. Additionally, ICG presented to Verizon an updated forecast for Boston on August 30, 2000. Verizon recently has stated that it will take six months to implement a forecast. Considering the horrendous performance by Verizon during this past year on implementing our original forecast, we have no reasonable expectation that Verizon actually will provision to any forecast within a six-month timeframe. During a meeting on October 6, 2000, Verizon itself could not reconcile its claims that it takes six months to build to a forecast with its demonstrated track record with ICG during the past year.

18. In an e-mail sent on October 12th, 2000, Verizon has proposed to begin building only an additional 2400 trunks, starting, at earliest, in April 2001. This trunk volume, which would not be installed until 2nd and 3rd quarter of 2001, would provide ICG **with less than 50% of its <u>2000</u>** forecast numbers, assuming Verizon in fact actually completes building out these proposed trunks in year 2001. Unfortunately, at this time, ICG has a high degree of doubt concerning Verizon's willingness to meet any trunk installation due dates. As stated

previously, Verizon previously has not met even its own so-called trunking "commitment" timeframe. Verizon's delays in turning up the necessary inbound trunks has effectively impeded ICG's ability to serve its customers.

FACILITIES ISSUE

19. ICG contracted with Verizon to perform a fiber build at each of the ICG switch sites in Boston, New York and Vienna. The expected due date for each of the sites was approximately December 1, 1999. On January 10, 2000, Verizon engineers notified ICG that Verizon had not ordered the necessary equipment. ICG notified its Verizon account manager of this notification. The account manager verified that ICG had properly completed the work order for Verizon's field operations. We then requested that our account manager confirm the status of the equipment order.

20. Having not received a confirmation from our account manager by January 18, we were forced to escalate the issue. None of ICG's calls to our account manager or her supervisors were returned. It was not until January 25th that ICG was able to confirm that Verizon finally had ordered the equipment. Verizon then indicated that the due date would be pushed forward until March 15, 2000.

21. By March 14, it was determined that the fiber and transport equipment was at the Boston site. However, Verizon pushed out the due date for one additional month until April 13, 2000 without providing an explanation. ICG was not given an option to improve the date. After repeated escalations, the fiber finally was turned up on approximately May 5, 2000, five months after the original due date.

CONCLUSION

Fully cognizant that it controls essential facilities, Verizon has deliberately blocked ICG from entering the Boston market. If an ILEC unilaterally is allowed to ignore a CLEC's trunk forecast, it consequently is allowed to effectively obstruct competition. An ILEC's unwillingness to provision necessary trunks strikes a fundamental blow to competition. Verizon understood that providing the required trunks to ICG ultimately would allow a competitor to move from Verizon substantial traffic volumes generated from key, major customers. Verizon acted accordingly by impeding, delaying and effectively negating ICG's ability to compete. Verizon has not demonstrated that it has opened the Massachusetts market to competitors. It has demonstrated only that it can efficiently and effectively keep those doors closed to competition.

This concludes my affidavit.

I declare under the penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on October 13, 2000.

Theodore X. Washington
Manager, LEC Relations
ICG Telecom Group, Inc.

State of Colorado }
} ss.
County of Arapahoe }

Subscribed and sworn to before me this 13th day of October, 2000, by Theodore X. Washington.

Witness my hand and official seal.

My Commission expires: 3/3/2003

Notary Public

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of October, 2000, I served copies of Comments of the Competitive Telecommunications Associations by hand and first class mail, U.S. postage prepaid, on the following:

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***VIA HAND DELIVERY**

Michelle L. Arbaugh

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

Application by Verizon New England, Inc., Bell Atlantic Communications, Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions), and Verizon Global Networks, Inc., for Authorization to Provide In-region InterLATA Services in Massachusetts	)	CC Docket No. 00-176

AFFIDAVIT OF THERESA HENNESY

STATE OF VIRGINIA)
)
COUNTY OF FAIRFAX)

I, Theresa Hennesy, being of lawful age and duly sworn upon my oath, do hereby depose and state as follows:

1. My name is Theresa Hennesy. My business address is 8219 Leesburg Pike, Vienna, Virginia. I am the Vice President of Service Delivery for Cable & Wireless USA. In this position, I am responsible for delivering services to the customers for all products sold within the USA.

PROFESSIONAL EXPERIENCE AND EDUCATIONAL BACKGROUND

2. I joined Cable & Wireless USA (C&W USA) in February, 2000. Previously I was employed by MCIWorldcom for 20 years with working experience in Engineering, Operations, Network Management and Service Delivery. My last position at MCIWorldcom was Senior Director of Internal Requirements and Optimization. In that capacity I was responsible for all network circuit ordering, installation and activation which supported the Worldcom internet affiliates, UUNET/Compuserve/AOL Network Services. In that role I was

responsible for managing circuit installations to include management of vendor deliveries for local loop installations. In my present role, I am responsible for all aspects of the installation process for customers' services, which also includes the monitoring and management of vendor performance.

VERIZON-MASSACHUSETTS' POOR PERFORMANCE TO CABLE & WIRELESS USA

3. C&W USA offers a complete portfolio of domestic and international voice, data, Internet and messaging services delivered via an all-digital, nationwide, fiber optic network.
4. In order to provision the aforementioned services, C&W USA must obtain access to local infrastructure in order to connect customers to its network. To serve customers in Massachusetts on a dedicated basis, C&W USA orders special access services out of Verizon's interstate access tariffs. Such service typically includes the provision by Verizon of a high-capacity loop (e.g., DS1, DS3) and interoffice transport. Although C&W USA uses alternative providers when available, Verizon continues to maintain overwhelming control over the access market. C&W USA is, therefore, critically dependent on Verizon for its ability to serve customers in a timely and reliable manner.
5. Verizon's overall performance in providing special access circuits to C&W USA has been consistently poor for well over a year. Less than half of the DS1 circuits ordered from Verizon/Bell Atlantic during the past year have been provisioned on time. During this same time frame, the average provisioning interval for DS1 circuits was a disappointing 19.5 days.
6. The worst performance, in fact, has occurred in the months leading up to the filing of the instant application. In August and September of this year, only 12% and 6%, respectively, of

the DS1s ordered by C&W USA were provisioned on the due date. In August and September, the average provisioning intervals for all Verizon/Bell Atlantic states were 33 and 39 days, respectively. In its interstate access tariffs, Verizon identifies the standard provisioning interval for such circuits as ***9 days***.

7. With respect to Massachusetts, in particular, the data is comparable. Over the past twelve months, Verizon has failed to provision DS1 circuits ordered by C&W USA on time on nearly 40% of the circuits, on average. Provisioning intervals have ranged from 12-43 days, with an average interval of 21 days.

8. Verizon's performance in Massachusetts has not only failed to improve, but has actually been trending downward. In the past four months, for example, the average installation interval for DS1 circuits ordered in Massachusetts has ranged from 18 to 43 days, with an average interval of 29.25 days (versus the tariffed interval of 9 days).

9. In addition to providing lengthy provisioning intervals, Verizon consistently fails to meet its own committed due dates. In the past four months, for example, Verizon's on-time performance for DS1 circuits ordered in Massachusetts ranged from 0% to 71%, with an average on-time performance of 33.5%.

10. Verizon's problems with provisioning special access circuits in a timely and reliable manner have been most acute in the two months preceding the filing of its section 271 application. In September 2000, for example, ***none*** of the DS1 circuits ordered by C&W USA in Massachusetts were provisioned on time, and the average installation interval was 37 days. Similarly poor performance was experienced by C&W USA in August: ***none*** of the DS1 circuits ordered by C&W USA were provisioned on time, and the average installation interval was 43 days.

11. Verizon's inability to meet its committed due dates has a direct and adverse impact on C&W USA's ability to effectively serve its customers. The provisioning dates we obtain from Verizon and then communicate to our customers are not only unacceptably lengthy, but are unreliable as well.

12. C&W USA estimates that it loses approximately 10% of its customers in the Verizon territory due to service provisioning problems for which Verizon is responsible.

This concludes my affidavit.

I declare under the penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on October 27, 2000.

Theresa A Hennesy

Theresa Hennesy
Cable & Wireless USA

STATE OF VIRGINIA)
) ss
COUNTY OF FAIRFAX)

Subscribed and sworn to before me this 27th day of October, 2000.

Witness my hand and official seal.

My Commission expires: _____

MARY E. WITHEROW
Notary Public District of Columbia
My Commission Expires September 30, 2004

Mary E Witherow

Notary Public